



राजपत्र, हिमाचल प्रदेश

(असाधारण)

हिमाचल प्रदेश राज्यशासन द्वारा प्रकाशित

शिमला, बृहस्पतिवार, 28 सितम्बर, 1972/6 आश्विन, 1894

GOVERNMENT OF HIMACHAL PRADESH

PUBLIC WORKS DEPARTMENT

NOTIFICATION

Simla-2, the 8th August, 1972

No. 9-97/70-PWD.—In exercise of the powers conferred by section 23 of the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969, the Governor of Himachal Pradesh is pleased to make the following rules, namely:—

RULES

1. *Short title and commencement.*—(1) These rules may be called the Himachal Pradesh Urban Estates (Sale of Sites), Rules, 1972.

(2) These shall come into force at once.

2. *Definitions.*—In these rules, unless the context otherwise requires,—

(a) “Act” means the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969;

(b) “Additional price” means such sum of money as may be determined by the State Government, in respect of the sale of a site by allotment, having regard to the amount of compensation by

which the compensation awarded by the Collector for the land acquired by the State Government of which the site sold forms a part, is enhanced by the Court on a reference made under section 18 of the Land Acquisition Act, 1894, and the amount of cost incurred by the State Government in respect of such reference.

Explanation.—For the purpose of this clause and sub-rule (1) of rule 4, the expression “the court” means the court as defined in clause (d) of section 3 of the Land Acquisition Act, 1894, and, where an appeal is filed, the appellate court;

(c) “Obnoxious trade” shall be deemed to be carried on any site or in a building (erected on a site) if the site or the building is used for any of the following purposes:—

(i) melting tallow, dressing raw hides, boiling bones, offal or blood;

(ii) as a soap house, oil boiling house, dyeing house or tannery;

(iii) as a brick-*field*, brick-kiln, charcoal-kiln, pottery or lime-kiln or for stone crushing;

(iv) as any manufactory, engine-house, store-house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise;

(v) as a yard or depot for trade in unslaked lime, hay, straw, thatching grass, wood, charcoal or coal, or other dangerously inflammable material;

(vi) as a store-house for any explosive, or for petroleum or any inflammable oil or spirit;

(d) “Schedule” means a Schedule annexed to these rules;

(e) “section” means a section of the Act;

(f) “tentative price” means such sum of money as may be determined by the State Government from time to time, in respect of the sale of a site by allotment, having regard, among other matters, to the amount of compensation awarded by the Collector under the Land Acquisition Act, 1894, for the land acquired by the State Government of which the site sold forms a part.

3. *Sale by auction or allotment.*—The sites in an urban estate shall be sold by the State Government or by such authority as the State Government may appoint in this behalf, by auction or allotment for the purpose of proper planning and development of an urban estate sites may be reserved for groups or individuals or for persons practising any profession or carrying on any occupation, trade or business. Section 23
(2) (a) and
3 (2)

4. *Sale price.*—(1, In the case of sale of a site by allotment the sale price shall be:—

(a) where such site forms part of the land acquired by the State Government under the Land Acquisition Act, 1894, and—

(i) no reference under section 18 thereof is made against the award of the Collector or such a reference having been made has failed, the tentative price;

(ii) on a reference made under section 18 thereof the compensation awarded by the Collector is enhanced by the Court, the aggregate of the tentative price and the additional price;

(b) in any other case, such final price as may be determined by the State Government from time to time.

(2) In the case of sale of a site by auction, the sale price shall be such reserve price as may be determined by the State Government from time to time or any higher price determined as a result of bidding in an open auction.

Sections 23
(2) (a) and
(b) and 3(2)
and (3).

5. *Application for sale by allotment.*—(1) In case of sale by allotment the intending purchaser shall make an application to the Estate Officer concerned in the form (annexed to these rules as given in Schedule "A".

(2) No application under sub-rule (1) shall be valid unless it is accompanied by ten per cent of the sale price in the form of demand draft payable to the Estate Officer and drawn on any scheduled bank situated at the nearest place to the Estate concerned or at any other place which the Estate Officer may specify.

(3) When ten percent of the price has been tendred, the State Government or such authority as it may appoint in this behalf may allot a site of the size applied for. Intimation of such allotment shall be given to the applicant(s) by registered post giving the number, dimensions, area and tentative price or final price of the site allotted.

(4) The applicant shall, unless he refuses to accept the allotment within thirty days of the date of issued of the allotment orders, deposit within that period and the manner mentioned in sub-rule (2) (the remaining fifteen per cent of the sale price or) such amount which together with the amount already deposited under sub-rule (2) equals at least twenty-five per cent of the tentative price or final price of the site. In case of failure to deposit the said amount, the allotment shall be cancelled and the deposit made under sub-rule (2) shall be forfeited to State Government in whole or in part and the applicant shall have no claim for damages.

(5) If the applicant refuses to accept the allotment within the said period of thirty days, he will be entitled to the refund of the amount paid by him. The refusal shall be communicated to the Estate Officer concerned through an acknowledgment due registered letter. The refund shall be made by means of a cheque payable at the State Bank of India at any place and the applicant shall have no claim in respect of the collection charges for the cheque.

Sections 23
(1) (a) and
(b) and 3 (2)
and (3).

6. *Liability to pay additional price.*—(1) In the case of sale of a site by allotment, the transferee shall be liable to pay to the State Government, in addition to the tentative price thereof, the additional price, if any, determined in respect thereto under these rules.

(2) The additional price shall be payable by the transferee within a period of thirty days of the date of demand made in this behalf by the Estate Officer.

Sections 23
(2) (a) and 3
(2).

7. *Sale by auction.*—In the case of sale by auction, at least twenty-five per cent of the bid accepted by the Auctioning Officer shall be paid on the spot by the successful bidder in cash or by means of a demand draft drawn in the manner specified in sub-rule (2) of rule 5.

Sections 23
(2) (a) and 3
(2).

8. *Delivery of possession.*—The possession of the site shall be delivered to the transferee after the payment of twenty-five per cent,—

(a) in the case of sale by allotment, of the tentative price or final price and within three months of the issue of the allotment order to him; and

(b) in the case of sale by auction, of the sale price referred to in sub-rule (2) of rule 4 and within three months of the date of the auction.

9. *Conveyance deed.*—On receipt of at least twenty-five per cent of the tentative price or final price in the case of sale by allotment and of the sale price referred to in sub-rule (2) of rule 4 in the case of sale by auction, the transferee shall execute a deed of conveyance in the form given in Schedule 'B' or Schedule 'C' as the case may be, in such manner as may be directed by the Estate Officer.

Sections 23
(2) (a) & 3
(2).

10. *Use of site.*—The transferee shall not use the site or the building erected thereon for a purpose other than that for which it has been sold to him.

Sections 23
(2) (a) and 3
(2).

11. *Payment in lump sum or instalments.*—In the case of any particular sale of site by allotment or by auction, the State Government may decide that the balance of seventy-five per cent of the tentative price or final price or, as the case may be, the sale price after payment of twenty-five per cent of the price specified in sub-rules (2) and (4) of rule 5 in the case of sale by allotment and in rule 7 in the case of sale by auction, may be paid in lump sum or in annual equated instalments not exceeding three.

Sections 23
(2)(b) and
(3)(3)

12. *Lump sum payment.*—Where, as provided in rule 11, recovery is decided to be made in lump sum, the balance of seventy-five per cent of the tentative price or final price shall be payable within sixty days after the date of issue of allotment order or the date of auction, as the case may be.

Sections 23
(2)(b) and 3
(3).

13. *Instalments.*—(1) (a) In case it is decided to make recovery in one annual instalment, the remaining tentative price or final price viz. seventy-five per cent, shall be payable within one from the date of issue of allotment order under sub-rule (3) of rule 5 or the date of auction under rule 7, as the case may be.

Sections 23
(2)(b) and 3
(3).

(b) In case it is decided to make recovery in two equated annual instalments, the remaining tentative price or final price viz. seventy-five per cent shall be payable in two equated annual instalments, the first instalment being payable on the expiry of one year from the date of issue of the allotment order under sub-rule (3) of rule 5 or the date of auction under rule 7, as the case may be.

(c) In case it is decided to make recovery in three equated annual instalments, the remaining tentative price or final price viz. seventy-five per cent, shall be payable in three annual equated instalments, the first instalment being payable on the expiry of one year from the date of issue of allotment under sub-rule (3) of rule 5 or from the date of auction under rule 7 as the case may be.

(2) In case of payment by instalments as provided in sub-rule (2) each instalment would be recovered together with interest thereon, at the rate of seven per cent per annum. The interest shall accrue from the date of issue of allotment order or the date of auction, as the case may be, but no interest shall be payable if the whole of the balance of seventy-five per cent of the tentative price or final price is paid in full by the transferee within sixty days of the issue of allotment order or the date of auction, as the case may be.

(3) Each instalment shall be remitted to the Estate Officer concerned by demand draft payable to the Estate Officer and drawn on any Scheduled Bank situated at the nearest place to the Estate concerned or at any other place which the Estate Officer may specify.

(4) Every such remittance shall be accompanied by a letter showing full particulars of the site to which the payment pertains and a statement giving

reference to the number and date of the allotment order issued under sub-rule (3) of rule 5 or the date of auction as the case may be. In the absence of these particulars the amount remitted shall not be deemed to have been received.

14. Procedure in case of default.—In case an instalment is not paid by the transferee by the 10th of the month following the month in which it falls due, a notice shall be served on the transferee calling upon him to pay the instalment within a month together with a sum not exceeding such amount as may be determined by the Estate Officer, by way of penalty. If the payment is not made within the said period or such extended period as may be allowed by the Estate Officer, not exceeding three months in all from the date on which the instalment was originally due, the Estate Officer may proceed to have the same recovered as an arrear of land revenue or to take action under section 10.

15. Time within which building is to be erected.—The transferee shall complete the building within three years from the date of issue of allotment order or the date of auction, as the case may be, in accordance with rules regulating the erection of buildings. The time-limit may be extended by the Estate Officer if he is satisfied that the failure to complete the building within the said period was due to causes beyond the control of the transferee.

16. Registration and stamp duty.—The transferee shall bear and pay all expenses in respect of execution and regulation of the conveyance, including the stamp duty and registration fees payable therefor.

17. Fragmentation.—No. fragmentation of any site shall be permitted.

18. Prohibition of obnoxious trade.—No obnoxious trade shall be permitted in or on any site or any building except with the previous permission in writing of the Chief Administrator.

19. Appeal.—(1) An appeal against an order passed under section 9 or section 10 shall be presented to the Chief Administrator or to such officer as he may appoint in this behalf, either by the appellant or his agent or shall be sent by registered post addressed to the Chief Administrator. It shall give the date of the order appealed against, and set forth concisely the grounds of appeal and be accompanied by a certified copy of the order appealed against.

(2) The memorandum of appeal shall be signed by the appellant or his agent and shall be affixed with a court fee stamp of five rupees.

(3) The Chief Administrator shall thereupon fix a date for hearing the appellant or his agent.

20. Revision.—The provisions of the foregoing rule shall apply *mutatis mutandis* to every application for revision of any order passed by the Estate Officer or the Chief Administrator.

21. Form of Notice.—The notice under rule 14 shall be in the form (annexed to these rules) as given in Schedule 'D'. It may be served on an individual or a group of individuals either personally or by fixation on a prominent part of the building or site or by beat of drum.

By order,

Secretary.

SCHEDULE 'A'

(See rule 5)

Application for the purchase of site or sites in the urban estate at.....

To

The Estate Officer,
Urban State,

Sir,

.....request that I/we may be.....
we constituting a group.....sold residential/industrial/
commercial site/sites as stated below:—

Size of site/sites in Marlas (one Marla =25 sq.
yards) or Kanals (one Kanal=500 sq. yards)

Number of site/
sites of each
size

2. My/Our preference is for site/sites mentioned below:—

Section/Block	Size of sites	Serial number of sites
---------------	---------------	------------------------

3. (To be filled in only by those who fall in any of these three preferential categories):

(a) My/Our land has been acquired after.....
for setting up this Urban Estate or for the public purpose of
setting up*in the
vicinity of the urban estate, as detailed below:—

*Here mention the public purpose.

Name of the village

Khasra number and area
acquired

Date of acquisition

(b) I/We are employers/employees working in Industrial/Commercial
Establishment or Government office located in the vicinity of
urban estate, namely, as under:—
(Certificate of the employer to be attached in case of employ)

Or

- (c) I/We require the above sites for housing the employees of Industrial/ Commercial Establishment/Government office located in the vicinity of urban estate detailed as under:—

4. Enclosed herewith is the Demand Draft for and amount of Rs. equivalent to ten per cent of the tentative price or final price of the site(s) detailed in para I above as earnest money, payable to the Estate Officer and drawn on Bank at
5. My/Our profession/professions is/are
6. I/We will pay the tentative price/final price of the site(s) in lump sum/in prescribed instalments and will further pay the additional price on demand within the prescribed period.
7. (To be filled in only for allotment of Industrial sites).
 - (a) Type of industry to be started.
 - (b) Whether license necessary under Industries Development and Regulation Act, and, if so, steps taken to secure the licence. Copy of the licence to be attached if already secured.
 - (c) (i) Estimated cost of the project and how is it proposed to meet it?
(ii) whether foreign exchange is involved; if so, arrangements made to secure it.
 - (d) If capital has to be raised in the market, steps taken to secure it. Permission of Controller of Capital Issues for raising capital to be attached, if available.
 - (e) Time to be taken for completion of the project.
 - (f) Details of staff to be employed:—
 - (i) Managerial staff;
 - (ii) Technical personnel;
 - (iii) Ministerial and labour.
 - (g) Copy of the proposed layout of the site indicating broadly the covered area under various units of the factory.
 - (h) Is any foreign collaboration visualised and, if so, steps taken to secure it.
 - (i) Phased requirements of electric power.
8. I/We agree to conform to an abide by the terms and conditions contained in the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

Yours faithfully,

Signature(s)
Name(s)
Address(s)

Dated the

SCHEDULE 'B'

(See rule 9)

DEED OF CONVEYANCE OF BUILDING SITE SOLD BY ALLOTMENT

This deed of conveyance made the day of 19 between the Governor of Himachal Pradesh (hereinafter called the vender) of the part and

Shri..... son of.....
resident of..... in the district of.....
..... (hereinafter called "the Transferee") of the
other part.

Whereas the site hereinafter described and intended to be hereby conveyed is owned by the vendor in full proprietary rights;

And whereas the vendor has sanctioned the sale of the said site to the Transferee in pursuance of his application dated..... made under sub-rule (1) of rule 6 of the Himachal Pradesh Urban Estates (Sale of Sites) Rules 197.... (hereinafter referred to as the said rules); to be used as a site for Commercial/Industrial/Residential purpose in the urban estate of.....

And whereas the vendor has fixed the tentative price/final price of the said site at Rs..... (Rupees.....);

And whereas the vendor reserves the right to enhance the tentative price by the amount of the additional price determined in accordance with the said rules;

And whereas the Transferee has agreed to pay the tentative price and the additional price/final price in the manner hereinafter appearing;

Now, therefore, this deed witnesseth that for the purpose of carrying into effect, the said sale and in consideration of the conveniences of the Transferee hereinafter contained and the said sum of Rs..... (Rupees.....) paid by the Transferee* (A) as earnest money (the receipt of which the vendor hereby acknowledged) and the undertaking of the Transferee to pay the balance of the tentative price/final price with..... per cent per annum interest calculated from the date of allotment order in** one/two/three not equated yearly instalments, the first instalment being payable on the tenth day of.....(B)*** and the additional price, if any, determined to be paid by the transferee within a period of thirty days of the date of demand made by the Estate Officer*** the vendor hereby grants.

*Omit (A) to (B) if full price paid.

**Strike off whichever not applicable.

***Portion to be omitted where no remaining price to be determined. and conveys upto the Transferee all that part and parcel of site No..... area in square yards..... and more particularly described in the plan filed in the office of the Estate Officer and signed by the Estate Officer aforesaid and dated the..... day of..... 19..... (hereinafter called the said site).

To have and to hold the same unto and to the use of the Transferee subject to the exceptions, reservations, conditions and conveniences hereinafter contained and each of them that is to say—

(1) (a) The Transferee shall enjoy the right of possession and enjoyment so long as he* (A) continues paying the instalments on the due dates of within such extended time as the Estate Officer may allow in writing and (B)(C) pays the additional price, if any, determined by the Vendor, within the period fixed as aforesaid and otherwise (D) conforms to the terms and conditions of sale.

(b) The Vendor shall have a first and paramount charge over the said site for the unpaid portion of the sale price and save with the sanction of the Chief Administrator, the Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site or any right, title or interest therein (except by way of lease on a monthly basis) till such time as the full sale price is paid to the Vendor and a building has been constructed on the site upto a minimum of 10 per cent of the area of the site.

(2) The Vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same at all such times and in such manner as the Vendor shall think fit, with power to carry out any surface or any underground workings, and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of all said site for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained:

Provided that the Transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or buildings on the said site by such works or working as may be agreed upon between the Vendor and the Transferee or, failing such agreement, as shall be ascertained by reference to arbitration.

* (I) Omit (A) to (B) if full tentative price paid (2) Omit (A) to (D) if full final price paid.

(3) Omit (C) to (D) if final price payable in instalments.

(3) The Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.

(4) The Transferee shall within three years from the date of issue of allotment order, namely.....complete the construction of..... on the said site, the plans of which shall be in accordance with the rules made and directions given from time to time by the Vendor or the Chief Administrator and in this respect and approved by the Chief Administrator or any officer duly authorised by him in this behalf:

Provided that the time under this clause may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reasons beyond the control of the Transferee.

(5) The Transferee may, before the erection of the permanent building is commenced or completed, pitch a tent or erect temporary sheds or kacha building for the purpose for which the said site has been sold.

*(6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969, the Transferee shall not dig or cause to be dug any pit upon the said site, till the tentative price/final price has been paid.

(7) The Vendor may, by his officers and servants, at all reasonable times and in a reasonable manner after twenty-four hour notice in writing, enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the Transferee has duly performed and observed the covenants and conditions to be performed by him and observed under these presents.

(8) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all of any of the terms, conditions and reservations herein contained and to recover from the Transferee as first charge upon the said site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(9) The Transferee shall not use the said site for a purpose other than that of..... nor shall he use the building constructed on it for a purpose other than that for which it has been constructed except in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

*Omit this clause if full tentative or final price paid.

(10) The Transferee shall accept and obey all the rules and orders made or issued under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

*(11) In the event of non-payment of any instalment on due dates or of the additional price within the fixed period by the transferee it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to possess, retain and enjoy the same as to his former estate and the transferee shall not be entitled to a refund of the sale price or any part thereof or to any compensation whatsoever on account of such resumption.

*Omit if full final price paid.

(12) In the event of any dispute or difference at any time arising between the Vendor and the Transferee as to the true intent and meaning of these presents, and of each and every provision thereof, the property and rights hereby reserved or any of them, or in any manner identical or relating thereto, the said dispute or difference shall be referred for arbitration to the Chief Administrator, whose decision thereon shall be final and binding on the parties hereto.

If and so long as the transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided, but not otherwise, the Vendor will secure the Transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context:—

(a) The expression “Chief Administrator” shall mean the officer appointed as such by the Government under clause (d) of section 2 of the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

(b) the expression “Estate Officer” shall mean the person appointed by the Government under clause (f) of section 2 of the Himachal Pradesh Urban Estate (Development and Regulation) Act, 1969, to perform the functions of an Estate Officer in the Urban Estate of.....

(c) the expression “Vendor” used in these presents shall include, in addition to the Governor of Himachal Pradesh, the Government of Himachal Pradesh and in relation to any matter of anything contained in or arising out of these presents, every person duly

authorised to act or to represent the Government of Himachal Pradesh in respect of such matter or thing;

- (d) the expression "Transferee" used in these presents shall include in addition to the said....., his lawful heirs, (permitted) successors, representatives, assigns, transferees, lessees/ and any person or persons in occupation of the said site or building erected thereon with the permission of the Estate Officer.

In witness whereof the parties hereto have hereunder respectively subscribed their names at the places and on the date hereinafter in each case specified.

Signed by the said..... }
at..... on the..... } (Transferee)
..... day of..... 19 }

In the presence of—

Witness..... } One of these witnesses must be a
Name..... } magistrate (with his Court Seal)
Residence..... } if the Deed is not executed before
Occupation..... } the Estate Officer (Signature).

Name..... }
Residence..... } (Signature)
Occupation..... }
Signed by for and on behalf of the Governor }
of Himachal Pradesh and setting under his } (Estate Officer)
authority at..... the..... }
day of..... 1972 }

In the presence of—

Witnesses.

Name..... }
Residence..... } (Signature)
Occupation..... }
Name..... }
Residence..... } (Signature)
Occupation..... }

SCHEDULE "C"

(See rule 9)

DEED OF CONVEYANCE OF BUILDING SITE SOLD BY AUCTION

This deed of conveyance made the..... day of..... 197..... between the Governor of Himachal Pradesh (hereinafter called "the Vendor") of the one part and Shri..... son of..... resident of....., in the district of..... (hereinafter called "the Transferee") of the other part.

Whereas the site hereinafter described and intended to be hereby conveyed is owned by the Vendor in full proprietary rights:

And whereas the Vendor has sanctioned the sale of the site to the transferee for the sum of Rs. (Rupees.....) to be used as a site for Commercial/Industrial/Residential purpose in the urban estate of.....

And whereas the transferee has paid the sum of Rs.
(Rupees.....) being the sale price of the said site:—

Now, therefore, this deed, witnesseth that for the purpose of carrying into effect the said sale and in consideration of the covenants of the Transferee hereinafter contained and the said sum of Rs.
(Rupees.....) paid by the Transferee* (A) as earnest money (the receipt of which the Vendor hereby acknowledges) and [the undertaking of the Transferee to pay the balance with.....
.....per cent per annum interest calculated from the date of the auction in** one/two/three equated yearly instalments, the first instalment, being payable on the tenth day of
(B) the Vendor hereby grants and conveys upto the Transferee all that part or parcel of site No.....area in square yards.....and more particularly described in the plans filed in the office of the Estate Officer and signed by the Estate Officer aforesaid and dated the.....day of.....197..... (hereinafter called the side site).

*Omit (A) to (B) if full price paid.

**Stike off whichever is not applicable.

To have and to hold the same upto and to the use of the Transferee subject to the exceptions, reservations, conditions and covenants hereinafter contained and each of them, that is to say—

(1) (a) The transferee shall enjoy the right of possession and enjoyment so long as he* (A) continues paying the instalments on the due dates or within such extended time as the Estate Officer may allow in writing and otherwise; (B) conforms to the terms and conditions of sale.

*Omit (A) to (B) if full price paid.

(b) The Vendor shall have a first and paramount charge cover the said site for the unpaid portion of the sale price, and save with the sanction of the Chief Administrator, the Transferee shall have no right to transfer by way of sale, gift, mortgage or otherwise the site of any right, title or interest therein (except by way of lease on a monthly basis) till such time as the full sale price is paid to the Vendor and a building has been constructed on the site upto a minimum of ten per cent of the area of the site.

(2) The vendor reserves to himself all mines and minerals whatsoever in or under the said site with all such rights and powers as may be necessary or expedient for the purpose of searching for, working, obtaining removing and enjoying the same at all such times and in such manner as the Vendor shall think, fit, with power to carry out any surface or any underground workings and to let down the surface of all or any part of the said site and to sink pits, erect buildings, construct lines and generally appropriate and use the surface of the said site for purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations hereinafter contained:

Provided that the Transferee shall be entitled to receive from the Vendor such payment for the occupation by him of the surface and for the damage done to the surface or buildings on the said site by such works or workings or letting down as may be agreed upon between the Vendor and the Transferee, or failing such agreement, as shall be ascertained by reference to arbitration.

(3) The Transferee shall pay all general and local taxes, rates or cesses for the time being imposed or assessed on the said site by competent authority.

(4) The Transferee shall within three years from the date of auction, namely..... complete the construction of..... on the said site the plans of which shall be in accordance with the rules made and directions given from time to time by the Vendor or the Chief Administrator in this respect and approved by the Chief Administrator or any officer duly authorised by him in this behalf:

Provided that the time under this clause may be extended by the Estate Officer in case the failure to complete the building by the stipulated date was due to reasons beyond the control of the Transferee.

(5) The Transferee may, before the erection of the permanent building is commenced or completed, pitch a tent or erect temporary sheds or kacha building for the purpose for which the said site has been sold.

*(6) Except for the purpose of constructing a building or laying a garden in accordance with the rules made under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969, the Transferee shall not dig or cause to be dug any pit upon the said site till the full price has been paid.

*Omit if full price paid.

(7) The Vendor may by his officers and servants at all reasonable times and in a reasonable manner after twenty-four hours notice in writing enter in and upon any part of the said site or building erected thereon for the purpose of ascertaining that the Transferee has duly performed and observed the covenants and conditions to be performed by him and observed under these presents.

(8) The Vendor shall have full right, power and authority at all times to do, through officers or servants, all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms, conditions and reservations herein contained and recover from the transferee as first charge upon the said site, the cost of doing all or any such acts and things and all costs incurred in connection therewith or in any way relating thereto.

(9) The Transferee shall not use the said site for a purpose other than that of..... nor shall he use the building constructed on it for a purpose other than that for which it has been constructed except in accordance with the rules made under the Himachal Pradesh Urban Estate (Development and Regulation) Act, 1969.

(10) The Transferee shall accept and obey all the rules and orders made or issued under the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969.

*(11) in the event of non-payment of any instalment on due date by the transferee it shall be lawful for the Estate Officer, notwithstanding the waiver of any previous cause or right for re-entry thereon or any part thereof, to repossess, retain and enjoy the same as to his former estate and the Transferee shall not be entitled to refund for the sale price or any part thereof or to any compensation whatsoever on account of such resumption

*Omit if full price-paid.

(12) In the event of any dispute or difference at any time arising between the Vendor and the Transferee as to the true intent and meaning of these presents, and of each and every provision thereof, the property and rights hereby reserved or any of them, or in a manner identical or relating thereto

the said, dispute, or difference shall be referred for arbitration to the Chief Administrator whose decision thereon shall be final and binding on the parties hereto.

If and so long as the Transferee shall fully perform and comply with and shall continue to so perform and comply with each and all the terms and conditions herein made and provided but not otherwise the Vendor will secure the Transferee full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

And it is hereby agreed and declared that unless a different meaning shall appear from the context:—

- (a) the expression "Chief Administrator" shall mean the officer appointed as such by the Government under clause (d) of section 2 of the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969;
- (b) the expression "Estate Officer" shall mean the person appointed by the Government under clause (f) of section 3 of the Himachal Pradesh Urban Estates (Development and Regulation) Act, 1969 to perform the functions of an Estate Officer in the Urban Estate of.....;
- (c) the expression "Vendor" used in these presents shall include, in addition to the Governor of Himachal Pradesh, and in relation to any matter or anything contained in or arising out of these presents, every person duly authorised to act or to represent the Government of Himachal Pradesh in respect of such matter or thing;
- (d) the expression "Transferee" used in these presents shall include in addition to the said his lawful, heirs, (permitted) successors, representatives, assignees, transferees, lessees and any person or persons in occupation of the site or building erected thereon with the permissions of the Estate Officer.

In witness whereof the parties hereto have here under respectively subscribed their names at the places and on the date hereinafter in each case specified.

Signed by the said }
at.....on the..... } (Transferee)
.....day of.....19 }

In the presence of—

Witness..... } One of these witnesses
Name..... } must be a magistrate
Residence..... } (with his court seal) if
Occupation..... } the Deed is not executed before the
Estate Officer.

Name..... } (Signature)
Residence..... } (Signature)
Occupation..... }

Signed by for and on behalf of the Governor of Himachal Pradesh and setting under his authority }
at the..... } (Estate Officer)
day of..... 19..... }

In the presence of—

Witnesses—

Name..... }
Residence..... } (Signature)
Occupation..... }

Name..... }
Residence..... } (Signature)
Occupation..... }

SCHEDULE 'D'

(See rule 21)

FORM OF NOTICE CALLING UPON THE PURCHASER FOR THE PAYMENT OF THE INSTALMENT OVERDUE OR CALLING UPON HIM TO RECTIFY THE BREACH OF ANY TERM

Toson of.....
Address.....
allottee/purchaser of site No.....in the
Urban Estate at.....

Whereas, site No..... in the Urban Estate situa-
ted at.....¹ was secured by you through allotment/
purchase.

And whereas

(1) The instalment of Rs..... payable on 10th.....
19.....has not been paid so far.

Take notice, therefore, that you may pay Rs.....
as the instalment overdue plus Rs..... as penalty on or
before..... day of.....197 ..

Failing which I shall take action to recover the same as arrears of land
revenue or take action under section 10 of the Himachal Pradesh Urban
Estates (Development and Regulation) Act, 1969.

Issued under my hand and the seal, this.....
day of.....19 ..

.....
Estate Officer.

By order,
Sd/-
Secretary.

